

NOTICE TO ALL SOLID WASTE COLLECTORS

Chapter 48, Sections 19-30, of the Montgomery County, Maryland, Solid Wastes Law, requires anyone transporting solid wastes' within Montgomery County, Maryland, are licensed. Enclosed are the necessary forms and instructions. The following is a list of licensing requirements. If you have any questions, please contact the Licensing Department at 240-777-6566.

The following documentation is required to apply for a license.

- ✓ Application Forms. These forms must be completed and signed by the applicant or the applicants Agent.

Business Address: The office must be located in Montgomery County or you must provide a local telephone number or a toll-free telephone number.
- ✓ Performance Bond. A performance bond must be submitted in the amount of **\$500.00 for each vehicle**, with a maximum of \$10,000.00 for twenty or more vehicles. The bond may be in the form of a Surety Bond or a Cash Bond; using the enclosed form, or a cash bond, deposited with Montgomery County Department of Finance. If you are submitting a check for the bond, please make it payable to Montgomery County, Maryland, and submit a separate check for the fees.
- ✓ Affidavit. Must be completed and signed
- ✓ Memorandum of Understanding. This is a legally binding agreement between Montgomery County, Maryland, and all licensed collectors. The first and last pages must be completed and the last page must be signed and witnessed. This agreement is required for all collectors, regardless of the type of refuse collected.
- ✓ Fees: The fee for the Solid Waste Collector license is \$25.00. Solid waste vehicle registrations are \$5.00 per vehicle. Please make your check(s) payable to Montgomery County, Maryland. These fees do not include disposal fees.
- ✓ A copy of the State Vehicle Registration Card must be submitted for each vehicle that you wish to permit.
- ✓ Vehicle Inspection: Please refer to the enclosed inspection criteria to pre-inspect you vehicle and *ENSURE ALL CRITERIA IS COMPLETE AND FUNCTIONING PRIOR TO BRINGING YOUR VEHICLE IN FOR INSPECTION*. Vehicle inspections are performed by the Division of Solid Waste Services officials at the Montgomery County, Maryland, Solid Waste Transfer Station (located at 16101 Frederick Road, Rockville, Maryland); Monday through Friday from 8:00 a.m. to 4:00 p.m. Inspections will not be conducted if the tarmac is wet, or if rain, snow, or sleet is falling. Vehicle inspections are valid for **30 days ONLY**. If license and vehicle registration are not issued within 30 days the vehicle must be re-inspected.

Expirations. Solid Waste Collector licenses expire one (1) year from the date of issuance. Vehicle permits will expire the SAME day as the Solid Waste Collector License.

Solid Wastes Law. You are responsible for following the provisions of Montgomery County, Maryland, Solid Wastes Law; located on www.amlegal.com/montgomery_county_md/. (Click on NO FRAMES). Do a search for Chapter 48. Please note that Chapter 48 is mailed only upon request.

Hauler/Collector Annual Solid Waste/Recycling Report. This data, required by the State of Maryland, must be submitted reporting all tonnage deposited in and outside of Montgomery County, Maryland.

Contact Theresa Sounders (240)777-6425.

Solid Waste Disposal Account. If you can guarantee that you will be disposing at least 20 tons per month of solid waste at the Montgomery County, Maryland, Solid Waste Transfer Station you may qualify for a Disposal Account.

For further information contact Jeanne Richer (240) 777-6434.

*NOTE: If there are any changes to your business information, please update it on the enclosed form. The Licensing Department **DOES NOT** accept incomplete packages. Please follow the check list above to make sure all documents are submitted accordingly. A review of your application will not occur until such time as all information is completed and received in one entire package. The renewal package must be completed and date stamped by our office thirty (30) days prior to the expiration date. Copies must be legible. Faxes will not be accepted.*

NO EXCEPTIONS



Montgomery County Department of Environmental Protection
Division of Solid Waste Services
APPLICATION FOR SOLID WASTE PROVIDER LICENSE

Submit form to: 16101 Frederick Road, Derwood, MD 20855

☐ Please Remit a \$25 Application Fee Made Payable to:
Montgomery County Division of Solid Waste Services.

License Type: (For Office Use Only)

Date Received

☐ "A" License ☐ "B" License ☐ "C" License

Business Information

Name of Business	<input type="text"/>		
Trade Name or DBA	<input type="text"/>		
Business Address	<input type="text"/>		
City	<input type="text"/>	State <input type="text"/>	Zip Code <input type="text"/>
Phone Number	<input type="text"/>	Fax # <input type="text"/>	
Mailing Address	<input type="text"/>		
City	<input type="text"/>	State <input type="text"/>	Zip Code <input type="text"/>
Phone Number	<input type="text"/>	Fax # <input type="text"/>	

Owner Information

Last Name	<input type="text"/>	First Name	<input type="text"/>	Initial	<input type="text"/>
Mailing Address	<input type="text"/>				
City	<input type="text"/>	State	<input type="text"/>	Zip Code	<input type="text"/>
Phone Number	<input type="text"/>	Fax #	<input type="text"/>	E-Mail	<input type="text"/>

Type of Business - Check One

<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> General Partnership	Years in Business	<input type="text"/>
<input type="checkbox"/> Corporation	<input type="checkbox"/> Limited Partnership	State of Formation	<input type="text"/>
<input type="checkbox"/> Limited Liability Corporation (LLC)	<input type="checkbox"/> Limited Liability Partnership (LLP)	Date of Formation	<input type="text"/>
<input type="checkbox"/> Business Trust	<input type="checkbox"/> Limited Liability Limited Partnership		

Contact Person for the Business

Last Name	<input type="text"/>	First Name	<input type="text"/>	Initial	<input type="text"/>
Mailing Address	<input type="text"/>				
City	<input type="text"/>	State	<input type="text"/>	Zip Code	<input type="text"/>
Phone Number	<input type="text"/>	Fax #	<input type="text"/>	E-Mail	<input type="text"/>



Montgomery County Department of Environmental Protection
Division of Solid Waste Services
APPLICATION FOR SOLID WASTE PROVIDER LICENSE

Submit form to: 16101 Frederick Road, Derwood, MD 20855

Name(s) of Owner(s), Corporate Officers, Members, or Partners

Name & Title Phone Number

Address % of Ownership

City State Zip Code E-mail Address

Name & Title Phone Number

Address % of Ownership

City State Zip Code E-Mail Address

Name & Title Phone Number

Address % of Ownership

City State Zip Code E-Mail Address

Please attached additional sheet if necessary for all Name(s) of Owner(s), Corporate Officers, Members, or Partners

RESIDENT AGENT - Required for all Corporations, Limited Liability Companies, Limited Liability Partnerships, Limited Partnerships, and Limited Liability Limited Partnerships

Name & Title Phone # Fax #

Address E-Mail Address

City State Zip Code

Provider Statement - In the space provided please provide a brief statement describing the solid waste that will be hauled, collected, or transported. The statement must specify the amount of waste that will be discarded, and the geographical areas from which the solid waste will be hauled.

☐ Commercial Collection

☐ Residential Collection

☐ Multi-Family Collection

I declare and affirm, under penalty of perjury, that to the best of my knowledge, information, and belief, all matters and facts in this application are true and correct and that no false or misleading information has been provided.

Signature of Corporate President, Managing Member, Partner, or Owner Listed on Page 1 of this application

Signed By _____

Name Title Current Date

[Submit by E-mail](#)

[Print Form](#)

**MONTGOMERY COUNTY, MARYLAND
SOLID WASTE
PERFORMANCE BOND**

Bond Number _____

This Performance Bond is given by _____ (Name), as Principal, a corporation or person depositing solid waste monthly in Montgomery County, Maryland, located at _____ (Address), in Montgomery County, Maryland, and authorized to do business in the State of Maryland and Montgomery County, Maryland, and _____ (Name), as Surety, located at _____ (Address), a Surety Company incorporated under the laws of the State of _____, and authorized to do business in the State of Maryland, to Montgomery County, Maryland, a body politic and corporate, as Obligee, pursuant to Section 48-19, Montgomery County Code, 2004, as amended.

1. Principal and Surety are bound to Obligee in the sum of _____ United States Dollars (U.S. \$ _____), for the payment of which Principal and Surety jointly and severally bind themselves, their successors, assigns, and legal representatives.
2. If Principal performs and maintains its obligations pursuant to Chapter 48 of the Montgomery County Code 2004, as amended, and agreements issued thereunder, this obligation shall be void; otherwise the obligation shall remain in full force and effect and run concurrently with the Principal's Montgomery County Solid Waste License. It is a violation of the bond for the Principal to fail to comply with the licensing requirements or otherwise to fail to perform its obligation as described above.
3. This obligation will run concurrently with the Principal's Montgomery County Solid Waste License and remain in full force and effect until that license expires or this bond is terminated and cancelled as provided herein.
4. Surety may terminate its obligation hereunder by giving sixty (60) days written notice by registered mail to the Director of Finance, c/o Chief, Division of Treasury, Montgomery County, Maryland, 255 Rockville Pike, Rockville, Maryland, 20850. Any such termination will not affect this bond with respect to violations of Chapter 48 of the Montgomery County Code 2004, as amended, and agreements issued thereunder by Principal or Surety prior to the date of termination.
5. If any action or proceeding is initiated in connection with this bond, and/or any amounts or obligations arising hereunder, the jurisdiction and venue will be Montgomery County, Maryland. It is the intent of the parties to sign this bond under seal so that it is a specialty agreement.
6. In addition to all other amounts payable hereunder, Principal and Surety shall be liable for (1) interest and penalties at the rate applicable to overdue and in arrears real estate taxes on the full amount of the obligation under this bond which is more than fifteen (15) days past due, and (2) all costs and expenses (including reasonable attorney's fees) that Obligee expends or incurs in the enforcement of the provisions of this bond.

Bond Number _____

7. **Surety Notice to Obligor in Case of Principal Violation.** If Principal commits a violation as described by this Bond and Obligor, by written notice to Principal and Surety, declares Principal in violation and provides by affidavit or sworn statement proof that Principal committed a violation and the amount due to Obligor or another person(s), then Surety must notify Obligor in writing, within 10 days after Obligor mails its notice, which action it will take as permitted in Section 8, below.
8. **Surety's Obligation Upon Violation.** Upon notice to Surety from Obligor as provided in Section 7 above, Surety must, within 10 days after Obligor mails its notice, proceed to take one or, at its option, more than one of the following courses of action:
 - a. **Tender the Full Sum.** Tender the amount stated in the Obligor's sworn statement or affidavit to the Obligor or other person (s) as directed by the sworn statement or affidavit.
 - b. **Tender the Bond Amount.** Tender the full amount of this Bond to Obligor or other person(s) as directed in the sworn statement or affidavit.
 - c. **Other Acts.** Take any other acts mutually agreed upon in writing by Obligor and Surety.
9. **Surety's Additional Obligations.** In addition to those duties set forth herein above, Surety must promptly pay Obligor all losses, costs, and expenses (including reasonable attorney's fees) resulting from Principal's violation(s).
10. **Method of Notice.** Except as otherwise provided herein, all notices to Surety, Principal, or the Obligor must be given by Certified Mail, Return Receipt Requested, to the address set forth for each party below, but any notice which is returned uncertified or for which no signed receipt is received within five (5) days of the date of deposit in the U.S. mail, may thereafter be served by recognized overnight delivery service with receipt of delivery requested.

Surety: _____

Obligor: Department of Environmental Protection
Division of Solid Waste Services
101 Monroe Street, Sixth Floor
Rockville, Maryland 20850

Principal: _____

Bond Number _____

Signed with our hands and sealed with our seals this _____ day of _____, 20 __, the effective date of this bond is _____, 20 __.

Signed and Sealed in the presence of:

Witness Signature
(If Corporation, witness must be Corporate Secretary or Assistant Secretary; otherwise, witness's signature must be notarized.)

Principal (Print Name of Person or Corporation) (Seal)

Witness (Print Name and Title)

Signature of Person or Officer of Corporation (Seal)
(If Corporation, President should sign; otherwise, evidence of authority must be provided.)

Insurance Agent Contact:

Business Name _____
Agent Name _____
Address _____
Phone () _____ fax () _____

Print Name and Title of above Officer

Address of Person or Corporation

Resident Agent Name: _____
Address: _____

Name of Surety

By _____ (Seal)
Attorney-in-Fact (Signature)

Attorney-in-Fact (Print Name)

THIS FORM HAS BEEN PRE-APPROVED AS TO FORM AND LEGALITY BY THE OFFICE OF THE COUNTY ATTORNEY FOR MONTGOMERY COUNTY, MARYLAND. THIS FORM MAY NOT BE CHANGED, MODIFIED, OR ALTERED IN ANY FORM WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE COUNTY ATTORNEY FOR MONTGOMERY COUNTY, MARYLAND.

PLEASE RETURN TO
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF SOLID WASTE SERVICES
16101 FREDERICK ROAD
DERWOOD, MARYLAND 20855

AFFIDAVIT

State of Maryland
County of Montgomery

_____, being duly sworn, deposes and says that he/she is
Person's Name
over the age of eighteen (18) years, competent to testify to the matters stated, herein, and that the facts and
matters stated herein, are true to the best of his/her knowledge and information.

He/She is employed by or is the owner of _____,
Name of Company/Establishment
a Solid Waste collection company in Montgomery County, licensed under the provisions of Chapter 48,
Montgomery County Code 1994, as amended, and that he/she is responsible on behalf of the company for
complying with all of the provisions required by Chapter 48 as they relate to the collection and
transportation of Solid Wastes; and the licensing and permitting of Solid Wastes collection companies and
vehicles. His/Her title is _____.

He/She states that a copy of the statement of service, as required under Section 48-21(a)(3), Chapter 48,
1994 Montgomery County Code, and as approved by the Director of the Department of Public Works and
Transportation, has in the past been distributed to each existing customer, and that every customer shall be
furnished a statement of service at least once each calendar year.

Signature

Date

MEMORANDUM OF UNDERSTANDING
INDEPENDENT COLLECTION CONTRACTOR AUTHORIZATION

- ✓ THIS MEMORANDUM OF UNDERSTANDING AND AUTHORIZATION (hereinafter "Memorandum") is made this _____ day of _____, 20____, by and between MONTGOMERY COUNTY, MARYLAND (hereinafter, "County"), and _____, (hereinafter, "Contractor").

R E C I T A L S

A. Pursuant to County Council Resolution No. 12-944, adapted December 8, 1992, the Solid Waste Collection and Disposal District was expanded to include the entire unincorporated area of the County.

B. The expanded Solid Waste Collection and Disposal District consists of two Sub-districts, namely Sub-district A and Sub-district B. Sub-district A consists of the Solid Waste Collection and Disposal District, as it existed on December 8, 1992. Sub-district B is the remainder of the unincorporated areas of the County.

C. Montgomery County Code 1994, as amended, Section 48-29(b) provides in pertinent part:

"Within the solid waste collection district, no person, firm, or corporation shall engage in the business of collecting solid waste as herein defined from any single-family or double-family dwelling unit. The county or its contract agent shall be the exclusive collection agency for these dwelling units. The county or its contract agent shall also be the exclusive collection agency for any multi-family dwelling or multiple-group dwelling (apartment house) comprised of at least three (3) but no more than six (6) dwelling units, unless the owner(s) of such multi-family dwelling or multiple-group dwelling shall request, in writing, to the director that his (or her) property be excluded from the county solid waste collection Services".

D. The County desires to provide collection services to its residents and the Contractor desires to provide these services on the County's behalf.

E. The County desires to designate the Contractor as its authorized collector for the purpose of providing collection services on behalf of the County within Sub-district B.

F. The Contractor desires to be designated as the County's authorized collector for the purpose of collecting, on behalf of the County, non-recyclable solid waste generated by county residents.

G. The Contractor will make arrangements for collection directly with the residences. Therefore, in Subdistrict B the disposal charge will be billed on the tax bill and the Contractor will bill the collection charge directly to the resident.

H. Residences have the ability to move from Sub-district A to Sub-district B or Sub-district B to Sub-district A provided that the requirements of Resolution 12-944 are met. If a household moves from Sub-district A to Sub-district B, the Contractor may provide collection services on behalf of the County to such household. If a household moves from Sub-district B to Sub-district A, the Contractor will no longer be authorized to provide collection services on behalf of the County to such household.

I. The health, safety, and welfare of the residents of Montgomery County, Maryland, are protected by the County's provision of proper disposal facilities for all municipal solid waste generated within the County.

J. The County's arrangements for collection and disposal of solid waste protect the residents from unlimited exposures to "Superfund" sites and potential liabilities.

K. The County's arrangements for collection and disposal assure that its residences are billed only for actual solid waste management costs incurred.

L. The parties acknowledge that once a resident puts solid waste out for disposal by the County, the County is the owner of the solid waste from the point of pick-up even when the solid waste is picked up by an authorized collector on behalf of the County.

WITNESSETH

NOW WHEREFORE, in consideration of the mutual terms and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Designation of Authorized Collector. Contractor is designated as the County's independent authorized collector for the purpose of collecting non-recyclable solid waste for disposal on behalf of the County from residents within Sub-district B. This designation is expressly conditioned upon the terms of this Memorandum. The Contractor, its' employees or agents, are not agents of the County. The Contractor is not authorized by this Memorandum to pick up solid waste that is set out for recycling (including yard waste for composting).
2. Term. This Memorandum is effective upon its execution by both parties and unless otherwise terminated according to the terms of this Memorandum, expires upon the earlier to occur of one year of the anniversary of the effective date of this Memorandum (unless otherwise renewed) or expiration of the Contractor's license issued pursuant to Montgomery County Code 1994, as amended, authorizing it to collect solid waste within Montgomery County.
3. Collection of Solid Waste
 - a. Arrangements with residents. Contractor must collect non-recyclable solid waste from residences with six or fewer dwelling units with which it individually contracts within Sub-district B. Contractor will bill the residences for the costs of collection only. Contractor must not bill the residences for any disposal costs whatsoever.
 - b. Performance of Collection. (1) Collection service must be provided regularly and in full accordance with the approved statement of service furnished to the customer. Collections shall not be made prior to 7:00 a.m. (9:00 a.m. on federal holiday and Sundays) nor after 9:00 p.m. on any weekday (Monday through Sunday, including federal holidays). (2) Care must be taken in the loading and transportation of solid waste so that it is performed in a sanitary manner and none of it is scattered or spilled either on private property, or public streets. Any solid waste spilled by the Contractor must be immediately picked up and removed by the Contractor.
 - c. Hold Harmless. (1) The Contractor is responsible for any damage to private property caused by the Contractor's collectors in the course of performance of this Memorandum. The Contractor must replace or restore to its original condition any such damaged property at no cost to the occupant or the County. (2) The Contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the Contractor's negligence or failure to perform any contractual obligation under this memorandum or any contract for collection with any resident within Sub-district B. The Contractor must indemnify and save the County harmless from any loss, cost, damage, and other expenses; including attorney's fees and litigation expenses, suffered or interred due to the Contractor's intentional or negligent actions or failures to act. The Contractor must defend the County in any action or suit brought against the County arising out of the Contractor's negligence, errors, act, or omissions under this memorandum or any contract for collection services. The negligence of any agent, subcontractor or employee of the Contractor is deemed to be the negligence of the Contractor. For the purpose of this paragraph, County includes it's boards, agencies, agents, officials, and employees.

d. Delivery of Non-recyclable Solid Waste. The Contractor agrees that in consideration of the County authorizing it to be the County's independent contractor to collect solid waste within Sub-district B on behalf of the County that it will deliver the solid waste collected under this Memorandum to the County's transfer station in Derwood, Maryland (the "Transfer Station"), unless otherwise directed by the County to another location within Montgomery County, Maryland.

4. Non-commingling of Waste

a. Rule. The Contractor must not commingle solid waste collected from residential units authorized for service within Sub-district B with any other solid waste. The Contractor's collection vehicles used for collection of solid waste under this Memorandum must be identified with the County's decal referenced in Section 7 and shall only be used in the collection of solid waste under this Memorandum unless the County is notified otherwise.

b. Inspection of Loads. The County has the right to monitor, inspect, and evaluate all loads of solid waste brought by the Contractor to the Transfer Station or such other facility as the County may designate to assure that only -materials appropriate for disposal are contained in the load, that the solid waste collected on behalf of the County is not commingled with waste from others outside of Sub-district B or for any other lawful reason.

c. Procedure for Inspection of Loads. The County may inspect a load of solid waste brought in by the Contractor in accordance with the following procedures: (1) If the County designates a truck to be examined, the County will promptly attempt to contact the Contractor by either telephone call or telefax at the number indicated below (unless the Contractor has designated a different phone or telefax number in writing) to advise the Contractor that the County intends to inspect the load. (2) The County will wait a maximum of four hours for a representative of the Contractor before inspecting the load, if the Contractor has either been unreachable or has indicated that it desires to have a representative resent at the time of inspection of the load. At the expiration of four hours from initial designation of the load for inspection, the County will inspect the load whether or not the Contractor is present. If it appears from an inspection of the load that solid waste has been commingled from sources other than residences within Sub-district B, the County will remove the suspect material from the load, retain the weigh scale ticket and other pertinent information on the load, and issue a notice to the Contractor of the alleged breach of this Memorandum prohibiting the commingling of solid waste.

d. Cooperation with Investigation. The Contractor agrees to cooperate by providing requested information as to the origin and collection of the suspicious material. If upon investigation, the County determines that the suspect material in fact originated from a source other than legitimately in Sub-district B, the County will issue a notice to the Contractor that the Contractor has breached this Memorandum.

e. Liquidated Damages for Commingling of Solid Waste. The Contractor acknowledges that determination of actual damages for commingling of Sub-district B and non-Sub-district B waste is impractical and would be uncertain. The Contractor further specifically acknowledges that the liquidated damages set forth in this article are fair and reasonable compensation to the County for the Contractor's breach as follows: (1) For a first time breach, the Contractor must pay as liquidated damages the disposal charge billed at the Transfer Station for the load which contained solid waste collected from residences inside Sub-district B and residences and other sources outside of Sub-district B. (2) For a second breach, the Contractor must pay as liquidated damages the disposal charge billed at the Transfer Station for any load which contains solid waste collected from residences inside Sub-district B and residences and other sources outside of Sub-district B plus the sum of \$750.00. (3) For the third through the fifth breach, the Contractor must pay as liquidated damages the disposal charge billed at the Transfer Station for any load which contains solid waste, collected from residences inside Sub-district B and residences and other sources outside of Sub-district B. Additionally, the Contractor must pay the tip fee at the Transfer Station for all loads brought to the Transfer Station by or on behalf of the Contractor for a period of two weeks following each breach. (4) For a sixth breach, the Contractor must pay as liquidated damages the disposal charge billed at the Transfer Station for any load which contains solid waste collected from residences inside Sub-district B and residences and other sources outside of Sub-district B.

Additionally, the Contractor must pay the tip fee at the Transfer Station for all loads brought to the Transfer Station by or on behalf of the Contractor until termination of this Memorandum. If the Contractor breaches this Memorandum six or more times by bringing in commingled loads, the County may terminate this Memorandum at any time upon forty-five (45) days advance written notice as described in Section 9 of this Memorandum.

f. Prohibition against "pass - through" of liquidated damages. Any disposal charge and other amounts imposed, as liquidated damages under this Memorandum must not be passed through to residences within Sub-district B. Pass-through of any such amount is grounds for the County to terminate this Memorandum upon forty-five (45) days notice, per Section 9 of this Memorandum, without regard to the number of prior breaches of this provision of the Memorandum.

5. Notice to Residences. The Contractor must issue a copy of an approved written statement of service, as described in Montgomery County Code 1994, as amended, Section 48-21 (a) (3), to its contracted households in Sub-district B no later than August 22, 1993. The statement of service must include notification that the Contractor will no longer be billing the resident for disposal charges and must include the following statement or an equivalent alternative statement acceptable to the Department of Environmental Protection:

"EFFECTIVE WITH THE 1994 FISCAL YEAR BEGINNING JULY 1, 1993, YOUR HOUSEHOLD IS INCLUDED IN SUBDISTRICT B OF THE COUNTY'S SOLID WASTE COLLECTION AND DISPOSAL DISTRICT. EXCEPT FOR THE COLLECTION SERVICE PROVIDED BY OUR COMPANY, YOU WILL PAY FOR ALL SOLID WASTE SERVICES WITH YOUR TAX BILL. THIS REDUCES OUR COSTS BECAUSE AS OF SEPTEMBER 1, 1993, THE COUNTY WILL NO LONGER CHARGE *OUR TRUCK A DISPOSAL FEE*. THE COUNTY IS REQUIRING US TO ASSURE YOU THAT OUR BILLING COSTS TO YOU DO NOT INCLUDE ANY COUNTY DISPOSAL FEES. THE IMPACT OF THIS CHANGE ON YOUR BILL IS: (fill in statement of billing impact)".

During the term of this Memorandum an approved written statement of service, including the following statement or an equivalent alternative statement, acceptable to the Department of Environmental Protection must be provided to any new customers within Sub-district B:

"YOUR HOUSEHOLD IS INCLUDED IN SUBDISTRICT B OF THE COUNTY'S SOLID WASTE COLLECTION AND DISPOSAL DISTRICT. EXCEPT FOR THE COLLECTION SERVICE PROVIDED BY OUR COMPANY, YOU PAY FOR ALL SOLID WASTE SERVICES WITH YOUR TAX BILL. THIS REDUCES *OUR COSTS* BECAUSE THE COUNTY DOES NOT CHARGE *OUR TRUCK A DISPOSAL FEE*. WE ARE REQUIRED BY THE COUNTY TO ASSURE YOU THAT OUR BILLING COSTS TO YOU DO NOT INCLUDE ANY COUNTY DISPOSAL FEES."

6. Information to be Provided by the Contractor. (N/A)

During the term of the Memorandum. (1) During the term of this Memorandum the Contractor must provide the County with quarterly updates of Exhibits A and B. (2) Commencing September 1, 1993, the Contractor must provide the County Transfer Station and Solid Waste Regulation and Collection Section, by 7:00 a.m. of each morning, daily telefaxes or hand delivered notices, or notice supplied by alternative methods approved by the Department of Environmental Protection, identifying the trucks which will be used that day to collect solid waste from residences within Sub-district B. The information must include the vehicle license number, County registration number, and number of the decal issued by the County under this Memorandum. (3) The contractor must maintain, keep at all times, and make available to the County, a separate list of names and addresses of all customers receiving service within Sub-district B as a part of the list required in Montgomery County Code 1994, as amended, Section 48-19 (b) (3).

7. Decals. The County will issue decals to the Contractor based upon indications in Exhibit A and its updates to be applied to the vehicles for identification when the vehicles arrive at the Transfer Station. The Contractor must apply the decals to the vehicles used by it or on its behalf so that they are readily visible.

8. Insurance. The Contractor must maintain insurance coverage's as required by the State of Maryland.

9. Termination.

a. Default. The County may terminate this Memorandum upon forty-five (45) days advance written notice for a default under this Memorandum. Upon the effective date of such termination, Contractor will no longer be authorized to collect solid waste on behalf of the County within Sub-district B. Notwithstanding the foregoing, the County may only terminate for commingling of Sub-district B and non-Sub-district B solid waste if the breach is at least the sixth cited commingling breach of this Memorandum.

b. Other. The County may terminate this Memorandum upon ninety (90) days advance written notice if it determines that it will bid routes or provide for collection of solid waste with its own forces. This Memorandum will automatically cease to apply within any area of Sub-district B that opts to be included within Sub-district A upon the effective date of any such transfer. The County shall give the Contractor at least forty-five (45) days notice of such transfer.

c. By the Contractor. The Contractor may terminate this Memorandum upon forty-five (45) days notice to the County.

d. Notice to Customers due to Termination. Upon notice of termination under (a) or, (c) above, the Contractor must give its customers in Sub-district B thirty (30) days notice of discontinued service. The Contractor shall, within fifteen (15) days of the notice to terminate, either (1) provide to the County evidence of such notice to discontinued service to its Sub-district B customers or (2) provide the County with its list of names and addresses of such customers.

10. Damages. In addition to liquidated damages in Section. 4 of this Memorandum, the County may recover from the Contractor other damages, incidental and consequential, which is may incur by reason of any act or failure to act by the Contractor.

11. Hazardous and Toxic Substances. Manufacturers and distributors are required by the federal "Hazard Communication Standard" (29 CFR 1910:1200), and the Maryland "Access to Information About hazardous and Toxic Substances" law to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The Contractor must comply with these laws, to the extent applicable, and must provide the County with copies of all applicable and relevant documents, including Material Safety Data Sheets prior to performance of services or contemporaneous with delivery of goods.

12. Immigration Reform and Control Act. The Contractor warrants that both the Contractor and any subcontractor do not and shall not hire, recruit or refer for a fee, for employment under this Memorandum, an alien knowing the alien is an unauthorized alien and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 (the "Act"), including but not limited to any verification and record keeping requirements. The Contractor further assures the County that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual's from employment because of such individual's national origin or in the case of a citizen or in intending citizen, because of such individual's citizenship status.

13. Non-discrimination in Employment. The Contractor agrees to comply with the non-discrimination in employment policies in County contracts as required by Section. 118-3 and Section 27-19 of the Montgomery County Code 1994, as amended, as well as all other applicable state and federal laws and regulations regarding employment discrimination.

The Contractor assures the County that, in accordance with applicable law, it does not, and agrees that it will not discriminate in any manner on the basis of age, color, creed, national origin, race, religious belief, sexual preference or handicap. The Contractor must include the provisions of this section in all subcontracts.

14. Entire Agreement. There are no promises, terms, conditions, or obligations other than those contained in this Memorandum; and this Memorandum supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into this Memorandum.

15. Applicable Law. This Memorandum must be construed in accordance with the laws and regulations of Maryland and Montgomery County. The Contractor must, at no cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal and state and local laws, codes, and regulations. For purposes of litigation involving this contract, exclusive venue, and jurisdiction is in the Circuit Court for Montgomery County, Maryland, or the District Court of Maryland for Montgomery County.

16. Payment's. No payment is to be made by the County under this Memorandum.

17. Recitals. The Recitals at the beginning of the Memorandum are incorporated herein as if fully set fourth.

18. Montgomery County Code. Nothing contained herein constitutes a waiver or modification of the Montgomery County Code, 1994, as amended.

✓ IN WITNESS WHEREOF, this Memorandum is executed this _____ day of _____,
20____.

ATTEST:

Witness Signature

Company Name

By: _____
Owner, Corporate President, or Authorized Agent

Address of Company

Company Phone Number

MONTGOMERY COUNTY, Maryland

SOLID WASTE VEHICLE PERMIT APPLICATION

MONTGOMERY COUNTY GOVERNMENT
Department of Environmental Protection
Division of Solid Waste Services – Licensing Department
16101 Frederick Road, Derwood, Maryland 20855

Licensing Department

Phone: (240) 777-6566

Fax: (301) 840-2385

Fee: \$5.00 (per vehicle)

Business Name: _____

Contact Person: _____ Telephone No: _____

E-mail address: _____

Location of Vehicle: _____

Fleet No. _____ Vehicle Make: _____ Vehicle Type: _____ Year: _____

VIN #: _____ State Tag Number: _____ State: _____

Apportioned: (yes) _____ (no) _____

Signature of Authorized Agent or Owner

Date

NOTES: - Containers must be conspicuously marked with Company name and telephone number.

- Send a typed list of the following information for fleets larger than one vehicle.

- Vehicle must be inspected every year prior to expiration date.

- PLEASE INCLUDE A LEGIBLE COPY OF CURRENT VEHICLE STATE REGISTRATION ALONG WITH THIS APPLICATION

- EACH VEHICLE MUST BE BONDED FOR \$500.00 NOT TO EXCEED \$10,000.00 (Haulers are exempt)



Montgomery County Department of Environmental Protection
Division of Solid Waste Services
SOLID WASTE SERVICES VEHICLE INSPECTION

Name of Business or Company

Fleet/Vehicle # DOT # (if Applicable)

Year Make Color Body Type

Vehicle Identification Number (VIN)

County Tag # Expiration Date

State Tag # Expiration Date STATE

Date

Company Name - 3" Lettering or Larger (Must be permanent & on both sides)	<input type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A	<input type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A
Company Phone - 3" Lettering or Larger (Must be permanent & on both sides)	<input type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A	<input type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A
"Solid Waste" - If Applicable (Must be permanent & on both sides)	<input type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A	<input type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A
Tailgate Gasket	<input type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A	<input type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A
Watertight / Leak Proof Body	<input type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A	<input type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A
Hopper Plugs (If Applicable)	<input type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A	<input type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A
Working Tarp (Open Top Vehicles)	<input type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A	<input type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A
Fluid Leaks	<input type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A	<input type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A
Safety Lights & Warning Devices	<input type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A	<input type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A
State Registration (Current)	<input type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A	<input type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A
Windshield / Glass	<input type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A	<input type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A
Windshield Wipers (Must be in Working Condition)	<input type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A	<input type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A
Fire Extinguisher (Current Inspection and Accessible)	<input type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A	<input type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A
Tires	<input type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A	<input type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A
Mud Flaps	<input type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A	<input type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A

Comments:

(For Office Use Only)

Inspection Date ☐ PASS ☐ FAIL (Re-inspection Required) Inspector
Inspection Date ☐ PASS ☐ FAIL ☐ New Inspection Required Inspector

PLEASE NOTE: THIS INSPECTION EXPIRES **30 DAYS** AFTER THE INSPECTION DATE LISTED AND MUST BE SIGNED BY A COUNTY OFFICIAL

A VEHICLE INSPECTION ALONE DOES NOT CONSTITUTE THE ISSUANCE OF A LICENSE OR PERMIT

Driver #1 Name **Driver #1 - Signature** **Date**
Driver #2 Name **Driver #2 - Signature** **Date**